

Staff Summary Report



Council Meeting Date: 06/05/08

Agenda Item Number: _____

SUBJECT: Request approval of a Construction Job Order No. 3 with Sunland Asphalt and a construction change order contingency for intersection reconstruction at Priest Drive and Southern Avenue.

DOCUMENT NAME: 20080605PWDR06 STREET UPGRADING-MAINT-CONSTRUCTION (0809-05) PROJECT NO. 5409001

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for the construction job order is the amount of \$757,351.75. The construction change order contingency shall not exceed \$113,602.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

**LEGAL REVIEW
AS TO FORM BY:** Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5409001.

RECOMMENDATION: Approve construction job order and change order contingency.

ADDITIONAL INFO: The scope of work includes milling the intersection of Priest Drive and Southern Avenue to a depth of 6" and overlaying the roadway with 6" of new asphalt installed in two separate 3" lifts. This also includes concrete installation consisting of curb, storm drains, sidewalks, ramps and a median.

The proposal from Sunland Asphalt has been reviewed by staff and found to be in order. Sunland Asphalt is one of three contractors previously selected through a qualifications based process consistent with Title 34 Arizona Revised Statutes for job order contracting construction services.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER No. 3 to CONTRACT NO. C2007-218

ARTERIAL INTERSECTION RECONSTRUCTION
(PRIEST DRIVE AT SOUTHERN AVENUE)

PROJECT NO. 5409001

This JOB ORDER made and entered into on this 5th day of June, 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and Sunland Asphalt, [an Arizona Corporation] hereinafter called the **JOC CONTRACTOR** through the existing contract made and entered into by and between the same parties on December 6, 2007, (Contract No. C2007-218).

WITNESSETH: That the JOC Contractor, for and in consideration of the sum to be paid by the City, in the manner and at the times hereinafter provided, and of the other mutual covenants and agreements hereinafter contained, and under penalties expressed in the bonds hereto attached, hereby agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I – JOB ORDER PRICE AND WORK LOCATION:

The JOC Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of the Arterial Intersection Reconstruction, (Project No. 5409001) ("Project") for the sum of Seven Hundred Fifty Seven Thousand Three Hundred Fifty One Dollars and Seventy-Five Cents (\$757,351.75), as detailed in the Proposal (Exhibit "A"), to completely and totally construct the same and install the materials therein for the Project, in a good and workmanlike and substantial manner and to the satisfaction of the City or its properly

authorized agents, strictly pursuant to and in conformity with the Specifications and Plans for the Project and other documents that may be requested by the City through its project manager engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location ("Work Location") is the intersection of Priest Drive and Southern Avenue, Tempe, Arizona. The JOC Contractor shall list each Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include each Work Location in any of its subcontracts.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit "B") to the City for approval, prior to receipt of a Notice to Proceed issued by the City for the Project.

ARTICLE III – AMENDMENT: These Job Order Agreement documents, City of Tempe Contract No. C2007-218, and related exhibits including the Performance Bond, Payment Bond and Certificate(s) of Insurance are by this reference made a part of this Job Order to the same extent as if set forth herein in full. All other provisions of the original Contract where not inconsistent with this Job Order Agreement shall remain binding on the parties hereto.

ARTICLE IV – START OF WORK AND PERIOD OF SERVICE: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by the City, and shall be completed within thirty (30) calendar days thereafter.

Arterial Intersection Reconstruction
(Priest Drive at Southern Avenue)
Project No. 5409001

IN WITNESS WHEREOF, the parties hereto have executed this Job Order this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended by:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The JOC Contractor warrants that the person who is signing this Agreement on behalf of the JOC Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

JOC CONTRACTOR
Sunland Asphalt

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

Contractor's License No.'s
AZROC-111922-CLA
AZROC-095189-C13
NV-494-96
CA-781952-C12



P.O. Box 50699
Phoenix, AZ 85076-0699
(602) 323-2800
Fax (602) 323-2828

Arizona
California
Nevada

EXHIBIT A

Person Quoted: Toby Crooks

Company : City of Tempe
Contract #: # 5401181 Intersection Improvement J.O.C.
Job Name: Intersection Improvement Project

Location: Southern & Priest

Quote #: 21486

Today's date: 4/9/08

Bid date: 4/9/08

Price good for: 90 days

Fax #:

The following is a quotation for the above referenced project in reference to the Job Order Contract, #5401181, for the City of Tempe.

Price of Subcontractors.....\$ 163,641.00

Price of Subconsultants.....\$ 7,500.00

General Conditions.....\$ 79,580.00
Preconstruction Labor.....\$ 7,500.00

Construction Labor.....\$ 385,750.00
SUBTOTAL \$ 643,971.00

Overhead and Profit (10%).....\$ 64,397.10
TOTAL.....\$ 708,368.10

Insurance (1.05%).....\$ 7,437.87
Bond (0.6%).....\$ 4,250.21
Taxes (5.265%).....\$ 37,295.58

COMBINED TOTAL.....\$ 757,351.75

Thanks for the opportunity to quote on this project.
Sincerely,
Ryan Mackey
Public Works Estimator

EXHIBIT B

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS	SB-1
STATUTORY PERFORMANCE BOND	B-1
STATUTORY PAYMENT BOND.....	B-3

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the MAG Specifications, the JOC Contractor shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

[illegible]

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and
_____, a corporation organized and existing under the laws of the State
of _____, with its principal office in the City of _____, (hereinafter called the
Surety), are held and firmly bound unto _____ (hereinafter called the Obligee)
in the amount of _____ Dollars (\$ _____), for the payment whereof, the
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee,
dated the 5th day of June, 2008, to complete Project No. 5409001 (hereinafter "Contract") which
Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal
shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of
said Contract during the original term of said contract and any extension thereof, with or without notice
to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and
fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized
modifications of said Contract that may hereafter be made, notice of which modifications to the Surety
being hereby waived; then the above obligation shall be void, otherwise to remain in full force and
effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Dated this ____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 5th day of June, 2008, to complete Project No. 5409001, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for the contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

Dated this _____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

JOC CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____,
Arizona

Date _____

**ARTERIAL INTERSECTION RECONSTRUCTION
(PRIEST DRIVE AT SOUTHERN AVENUE)
PROJECT NO. 5409001**

To the City of Tempe, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____ this _____ day of _____, 2008.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public

[Seal]